

**CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA**

January 2, 2018

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ELECTION OF PRESIDENT PRO TEMPORE

5. ELECTION OF VICE PRESIDENT

6. ADOPT COUNCIL RULES

7. REPORTS OF STANDING COMMITTEES

8. CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)

9. CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

12-19-17 Minutes

10. REPORTS OF ADMINISTRATIVE OFFICERS

- o Senior Citizens
- o Community Service
- o Fire Chief
- o Police Chief
- o Engineer
- o Streets
- o Public Utilities
- o Planning/Zoning
- o Finance Director
- o City Manager
- o Mayor – Tony Crookston – Park Board Appt.
- o Parks & Recreation Board
- o Law Director

11. THIRD READINGS

TABLED Ordinance 30-17: An Ordinance Amending Title Three – Utilities of Chapter Nine – Streets, Utilities and Public Service Code of the Codified Ordinances of Canal Fulton, Ohio adding Chapter 938 – Stormwater Utility and Repealing any Ordinances in Conflict Therewith

Resolution 34-17: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter Into an Agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to Provide Municipal Ordinance Representation for Indigent Defendants

12. SECOND READINGS

Resolution 35-17: A Resolution by the Council of the City of Canal Fulton, Ohio, to Enter the Fifth

Amendment to the Master Agreement to Provide Services to and Aggregated Group Between City of Canal Fulton, Stark County, Ohio and First Energy Solutions Corp.

Ordinance 38-17: AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$730,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING AND IMPROVING A BUILDING AND SITE FOR USE IN PERFORMING THE FUNCTIONS OF THE CITY'S SERVICE AND UTILITY DEPARTMENTS, AND DECLARING AN EMERGENCY.

Ordinance 39-17: AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS AND ROADS IN THE CITY BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED DRAINAGE FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

13. FIRST READINGS

Ordinance 1-18: An Ordinance by the Council of the City of Canal Fulton, Ohio amending Chapter 182 of the Administrative Code

Ordinance 2-18: An Ordinance by the Council of the City of Canal Fulton, Ohio amending Chapter 182 of the Administrative Code

Ordinance 3-18: An Ordinance by the Council of the City of Canal Fulton, Ohio adopting the Canal Fulton Ohio Income Tax Ordinance and Repealing and Ordinance in Conflict Therewith

14. P.O.s

P.O. 11518 to Auditor of State in the amount of \$13,000 for 2017 Financial Statement Preparation

P.O. 11519 to Star 2 Star Comm in the amount of \$12,600.00 for 2018 VOIP Phone Service

P.O. 11520 to Verizon Wireless in the amount of \$16,800.00 for 2018 Wireless Phone Lines

P.O. 11521 to Huntington Public Cap Corp in the amount of \$28,920.71 for 2018 Budget-Dump Truck Lease Payment

P.O. 11522 to Vision Service Plan in the amount of \$12,800.00 for 2018 Budget Vision Insurance Premium

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P.O. 11523 to Met Life Group Benefits in the amount of \$24,800.00 for 2018 Budget Dental Ins Premium

P.O. 11524 to The Health Plan in the amount of \$333,050.00 for 2018 Budget Health Ins

P.O. MV9399 to LOGIC in the amount of \$108,000.00 for 2018 Fire and Police Dispatching

P.O. MV9400 to Multi Vendor Fuel in the amount of \$43,200.00 for 2018 Multi Vendor Fuel

P.O. 11526 to Ohio Edison in the amount of \$259,500.00 for 2018 Electricity Costs

P.O. 11527 to CTI Engineering, Inc. in the amount of \$76,000.00 for General Engineering Services

P.O. 11528 to Dominion East Ohio in the amount of \$15,500.00 for 2018 Natural Gas

P.O. 11529 to Cargill in the amount of \$20,000.00 for 2018 Road Salt

15. **BILLS:**
16. **OLD/NEW/OTHER BUSINESS**
17. **REPORT OF PRESIDENT PRO TEMPORE**
18. **REPORT OF SPECIAL COMMITTEES**
19. **CITIZENS COMMENTS – Open Discussion (Five Minute Rule)**
20. **ADJOURNMENT**

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES**

December 19, 2017

CALL TO ORDER

Mayor Joseph Schultz called the meeting to order at 7:00pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Council in attendance were Mayor Joseph Schultz, Dan Bucher Jr., Sean Craney, Sue Mayberry, Scott Svab, Danny Losch and Nellie Cihon

City Staff in attendance were City Manager Mark Cozy, Police Officer Ed Harbaugh, Fire Chief Ray Durkee, Finance Director William Rouse, Law Director Scott Fellmeth and Council Clerk Teresa Dolan,

Others in attendance were James Deans, Chell Rossi, Tiffany Craney, Meghan Craney

Angie King – NW Schools Community Outreach

Ms. King was not able to attend.

REPORTS OF STANDING COMMITTEES

No reports.

CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

12-5-17 Minutes

A motion was made to approve the 12-5-7 minutes by Sean Craney

Second by Scott Svab

All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – no report

Community Service – no report

Fire Chief – Chief Ray Durkee stated that the radio grant was delayed. The new ambulance should be ready by the end of January and they are trading in the old one. Chief Durkee stated they are working with Distefano in regards to gathering information on lowering the age for drivers in the department. Mayor Schultz asked what the trade in value of the ambulance was. Chief Durkee said he believed right around \$7,000.00

Police Chief – Monthly Report was in the packet.

Engineer- no report

Streets – no report

Public Utilities - no report

Planning/Zoning – no report

Finance Director – November Financials were included in the packet. Finance Director William Rouse stated that income tax is up 13 percent for the month, but still down five percent for the year. Mr. Rouse asked for passage to be considered on Ordinance 36-17. Mr. Rouse asked for Council approval for the consumer price index update of 1.6 percent.

A voice motion was made to approve supporting consumer price index update for utilities by Sean Craney

Second by Scott Svab.

All Council Members voted yes. Motion approved.

Mr. Rouse stated the debt ordinances will need more time to roll over. There are three readings. Mrs. Mayberry asked for clarification and explanation on what those meant for the new people who will be voting for the first of the year. Mr. Rouse explained the ordinances. Mr. Rouse stated that 38-17 was for the purchase of the service department billing. This is due February 2nd and we will be rolling debt over until summer to finish repairs. This long term bond is similar to a house bond. Ordinance 39-17 is similar but for surfacing.

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CITY COUNCIL MEETING MINUTES
December 19, 2017**

A motion was made to accept the November Financials by Danny Losch

Second by Scott Svab

All Council Members voted yes. Motion approved.

City Manager – City Manager Mark Cozy stated that we were awarded the grant for the property behind the new service building.

Mr. Cozy stated he would like to appoint Gary Hosking as Interim Street Superintendent for 6 months. He will remain in the union and Mr. Cozy asked for a \$400 per month stipend for Mr. Hosking.

A motion was made to approve a \$400 per month stipend to Gary Hosking as Interim Street Superintendent by Danny Losch.

Second by Nellie Cihon

All Council Members voted yes. Motion approved.

Mayor – Mayor Schultz spoke on Ordinance 35-17 for the First Energy Solutions electric aggregation. This is a fixed rate for 5 years in addition to savings to our residents. We will also be receiving a \$29,000 grant.

Mayor Schultz thanked Mark for the Grant for the land behind the service garage.

Mayor Schultz stated there would be an Open House at the new service garage on December 29, 2017 from 11:00-1:00pm. He would like to swear in Council Members at noon.

Mayor Schultz stated that two police officers took the physical agility test and both passed. Josh Barabasch and Dan Shetler both will be receiving the incentive for passing.

January 10, 2018 Mayor Schultz will begin a Massillon Cable broadcast for half hour on City of Canal Fulton information. The show will be broadcast in February

Parks & Recreation Board – no report

Law Director – no report

THIRD READINGS

TABLED Resolution 30-17: A Resolution by the Council of the City of Canal Fulton, Ohio Authorizing the City to Enter Into the Northeast Ohio Public Energy Council ("NOPEC") and the Execution and Delivery of the Agreement Establishing NOPEC and Approving the Bylaws of NOPEC.

A motion was made to take Resolution 30-17 off the table by Danny Losch

Second by Scott Svab.

All Council Members voted yes. Motion approved.

A motion was made to approve Resolution 30-17 by Scott Svab

The motion dies for lack of a second.

TABLED Resolution 31-17: A Resolution by the Council of the City of Canal Fulton, Ohio Approving the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program, For the Purpose of Jointly Establishing and Implementing and Electricity Aggregation Program

A motion was made to take Resolution 30-17 off the table by Danny Losch

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

A motion was made to approve Resolution 31-17 by Danny Losch

The motion dies for lack of a second.

Ordinance 29-17: An Ordinance Amending Ordinance 2-17, Rates of Pay for Non-Bargaining Employees, and Repealing any Ordinances in Conflict Therewith

A motion was made to approve Ordinance 29-17 by Dan Bucher

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December 19, 2017

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

Ordinance 30-17: An Ordinance Amending Title Three – Utilities of Chapter Nine – Streets, Utilities and Public Service Code of the Codified Ordinances of Canal Fulton, Ohio adding Chapter 938 – Stormwater Utility and Repealing any Ordinances in Conflict Therewith

Mrs. Mayberry stated she felt this Ordinance needed to be put on the table until issues on the legislation were cleared up by the engineer. Mrs. Mayberry also stated the fees should be the same across the board.

A motion was made to place Ordinance 30-17 on the table by Sue Mayberry

Second by Dan Bucher.

All Council Members voted yes. Motion approved.

Ordinance 31-17: An Ordinance to Authorize Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio for the Fiscal Year Ending December 31, 2018

A motion was made to approve Ordinance 31-17 by Dan Bucher

Second by Nellie Scott Svab.

All Council Members voted yes. Motion approved.

Resolution 33-17: A Resolution Establishing the Budget for the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2018

A motion was made to approve Resolution 33-17 by Sean Craney

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

Ordinance 32-17: An Ordinance Amending Ordinance 30-16, and Providing for Changes to Previously Authorized Appropriations

A motion was made to approve Ordinance 32-17 by Nellie Cihon

Second by Danny Losch.

All Council Members voted yes. Motion approved.

Ordinance 33-17: AN ORDINANCE AMENDING ORDINANCE 32-16 and 19-85, EMPLOYEE HEALTH AND WELFARE, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH

A motion was made to approve Ordinance 33-17 by Sean Craney

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

Ordinance 34-17: AN ORDINANCE AMENDING ORDINANCE 30-15, THE CANAL FULTON INCOME TAX ORDINANCE, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

A motion was made to approve Ordinance 34-17 by Nellie Cihon

Second by Dan Bucher.

All Council Members voted yes. Motion approved.

Ordinance 35-17: AN ORDINANCE AMENDING ORDINANCE 30-15, THE CANAL FULTON INCOME TAX ORDINANCE, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH

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A motion was made to approve Ordinance 35-17 by Sean Craney

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

SECOND READINGS

Ordinance 36-17: An Ordinance Amending Ordinance 30-16, and Providing for Changes to Previously Authorized Appropriations

A motion was made to suspend the rules by Dan Bucher

Second by Danny Losch

All Council Members voted yes. Motion approved.

A motion was made to approve Ordinance 36-17 under suspension of the rules by Dan Bucher

Second by Scott Svab.

All Council Members voted yes. Motion approved.

Resolution 34-17: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter Into an Agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to Provide Municipal Ordinance Representation for Indigent Defendants

FIRST READINGS

Ordinance 37-17: AN ORDINANCE AMENDING ORDINANCE 6-17, RATES OF PAY FOR SAFETY FORCES PART-TIME EMPLOYEES, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

A motion was made to suspend the rules by Scott Svab

Second by Sue Mayberry

All Council Members voted yes. Motion approved.

A motion was made to approve Ordinance 37-17 under suspension of the rules by Sean Craney

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

Resolution 35-17: A Resolution by the Council of the City of Canal Fulton, Ohio, to Enter the Fifth Amendment to the Master Agreement to Provide Services to and Aggregated Group Between City of Canal Fulton, Stark County, Ohio and First Energy Solutions Corp.

Ordinance 38-17: AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$730,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING AND IMPROVING A BUILDING AND SITE FOR USE IN PERFORMING THE FUNCTIONS OF THE CITY'S SERVICE AND UTILITY DEPARTMENTS, AND DECLARING AN EMERGENCY.

Ordinance 39-17: AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS AND ROADS IN THE CITY BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED DRAINAGE FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

Ordinance 40-17: An Ordinance Amending Ordinance 30-16, and Providing for Changes to Previously Authorized Appropriations.

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A motion was made to suspend the rules by Dan Bucher

Second by Danny Losch

All Council Members voted yes. Motion approved.

A motion was made to approve Ordinance 40-17 under suspension of the rules by Dan Bucher

Second by Nellie Cihon.

All Council Members voted yes. Motion approved.

P.O.s

P.O. 11505 to Creative Microsystems, Inc. in the amount of \$11,987.14 for software support.

A motion was made to approve P.O. 11505 by Scott Svab

Second by Dan Bucher.

All Council Members voted yes. Motion approved.

P.O. 11519 to Treasurer, State of Ohio in the amount of \$5,200.00 for NPDES fee.

A motion was made to approve P.O. 11519 by Sue Mayberry

Second by Scott Svab.

All Council Members voted yes. Motion approved.

P.O. 11511 to Miner's Inc. in the amount of \$6,350.00 for Plumbing Work at the Maintenance Bldg.

A motion was made to approve P.O. 11511 by Nellie Cihon

Second by Dan Bucher.

All Council Members voted yes. Motion approved.

BILLS: November Bills \$450,964.72

A motion was made to approve the November Bills by Scott Svab

Second by Danny Losch.

All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

None

REPORT OF PRESIDENT PRO TEMPORE

Sean Craney thanked everyone for allowing him to serve as a Council person. Mr. Craney thanked Nellie Cihon for her service.

Mark Cozy thanked Nellie Cihon for her service.

Danny Losch thanked Sean Craney and acknowledged Nellie Cihon for their service

Mrs. Cihon stated she enjoyed every second of it.

REPORT OF SPECIAL COMMITTEES

None

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

None

ADJOURNMENT

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
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The meeting was adjourned at 8:24pm

Minutes prepared by Teresa Dolan

Minutes approved by Mayor Joseph A. Schultz

RECORD OF ORDINANCES

BEVERLY HILLS 400-826-8884 FORM NO. 30503

Ordinance No. ORD 30-17

Passed _____, 20____

AN ORDINANCE AMENDING
TITLE THREE - UTILITIES OF
CHAPTER NINE - STREETS,
UTILITIES AND PUBLIC SERVICE
CODE OF THE CODIFIED
ORDINANCES OF CANAL
FULTON, OHIO ADDING
CHAPTER 938 - STORMWATER
UTILITY AND REPEALING ANY
ORDINANCES IN CONFLICT
THEREWITH.

WHEREAS, the Council of the City of Canal Fulton, Ohio has recommended that Title Three – Utilities of Chapter Nine – Streets, Utilities and Public Service Code of the Codified Ordinances of Canal Fulton be amended.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF CANAL FULTON OHIO THAT:

Chapter 938 entitled Stormwater Utility is hereby created pursuant to legislation attached as Exhibit "A" and incorporated by reference herein and Repealing any Ordinances in conflict therewith.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance____2017, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2017, and that publication of the foregoing Ordinance was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2017.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

CHAPTER 938 Stormwater Utility

- 938.01 Stormwater Utility
- 938.02 Findings, Determinations and Power
- 938.03 Definitions
- 938.04 Stormwater Fee
- 938.05 Stormwater Fee Collection
- 938.06 Stormwater Drainage Fund
- 938.07 Stormwater District Review and Appeals Board
- 938.08 Flooding, Liability
- 938.09 Notice to Correct Drainage
- 938.10 Emergencies, Abatement
- 938.11 Abatement Costs
- 938.12 Emergency Situations
- 938.13 Penalty

938.01 Stormwater Utility

It is hereby declared necessary for the protection of the public health, safety, welfare and convenience of the City of Canal Fulton ("the "City") and its inhabitants to codify the establishment of a storm drainage utility (hereinafter "Stormwater Utility" or "Utility") and to codify just and equitable rates or charges to be paid to the City for the use of such services which shall be used for the payment of the cost of the management, maintenance, operation, repair, construction, reconstruction, enlargement, replacement and related costs of the Stormwater Management System and items relating to the City Stormwater Management Plan as required through the Ohio Environmental Protection Agency (OEPA).

938.02 Findings, Determinations and Power

It is hereby found, determined, and declared that those elements of the System which provide for the collection, treatment and disposal of stormwater and regulation of ground water are of benefit and provide services to all property within the incorporated City limits, including property not presently served by the storm elements of the System. The beneficiaries of the System include all real properties within the City of Canal Fulton which benefit by the provision, operation and improvement of the System. Such benefits may include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater, the reduction of hazard to property and life resulting from stormwater runoff, improvement in general health and welfare through reduction of undesirable stormwater conditions, and improvement to the water quality in the storm and surface water system and its receiving waters.

The stormwater utility, under the direction of the City Manager shall, and does, have the power to:

- (a) Prepare regulations as needed to implement this Chapter and forward the same to City Council for consideration and adoption, and adopt such policies and procedures as are required to implement said regulations or carry out other responsibilities of the utility.
- (b) Administer the acquisition, design, construction, maintenance and operation of the System, including capital improvements.
- (c) Administer and enforce this Chapter and all regulations and procedures adopted relating to the design, construction, maintenance, operation and alteration of the System including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby.
- (d) Inspect private systems as necessary to determine the compliance of such systems with this Chapter and any regulations adopted pursuant to this Chapter.
- (e) Advise City Council, the City Administration and City departments on matters relating to the utility.
- (f) Prepare and revise a comprehensive drainage plan for adoption by City Council periodically.
- (g) Review plans, approve or deny, inspect and accept extensions to the System.

(h) Establish and enforce regulations to protect and maintain water quality within the System in compliance with water quality standards established by the City, State, regional and/or federal agencies as now adopted or hereafter amended.

(i) Analyze the cost of services and benefits provided, and the System and structure of fees, charges, fines and other revenues of the utility annually.

938.03 Definitions

For the purpose of this Chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense, and the masculine pronouns shall refer to all persons. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

(A) **"Billing period"** means the period identified from the first day of the month to the last day of the month. All bills rendered during a month are for the period beginning on the first day of the same month and are valid for that entire month unless otherwise identified. When a developed or undeveloped property that does not receive City sanitary sewer service changes ownership during a billing period, the account existing on the first day of the billing period shall be liable for the prorated portion of the drainage fee for that billing period from the first day of the billing period until the day the property transaction is recorded with the Stark County Recorder.

(B) **"Bonds"** mean revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.

(C) **"Calendar year"** means a twelve month period commencing on the first day of January of any year.

(D) **"Costs of construction"** means costs reasonably incurred in connection with providing capital improvements to the System or any portion thereof, including, but not limited to, the costs of:

- (1) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefore.
- (2) Physical construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith.
- (3) Architectural, engineering, legal and other professional services.
- (4) Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation.
- (5) Any taxes or other charges which become due during construction.
- (6) Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against contractor or sub-contractor in respect of any default under a contract relating to construction.
- (7) Principal of interest of any bonds.
- (8) Miscellaneous expenses incidental thereto.

(E) **"Debt service"** means, with respect to any particular calendar year and any particular series of bonds, and amount equal to the sum of (i) all interest payable on such bonds during such calendar year, plus (ii) any principal installments of such bonds during such calendar year.

(F) **"Developed property"** means that which has been altered from its natural state by the removal of vegetation and/or topsoil or by the addition of any improvements such as a building, structure, impervious surface, change of grade, or landscaping. For new construction, a property shall be considered developed pursuant to this ordinance:

- (1) Upon issuance of a Certificate of Occupancy, or upon completion of construction of final inspection if no such certificate is issued; or
- (2) Where construction is at least 50 percent complete and construction is halted for a period of three months.
- (3) Where vegetation and/or topsoil have been removed leaving exposed soil surfaces for a period of three months.

- (G) **"City Manager"** means the City Manager, or his designee.
- (H) **"Dwelling unit"** means any residential space for habitation as classified by the City building Code.
- (I) **"Equivalent Residential Unit"** or ERU means the statistical average horizontal impervious area of "residential units" (single family, mobile homes, multifamily, condominiums, etc., within the City of Canal Fulton). The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions patios, porches, driveways, and sidewalks.
- (J) **"ERU rate"** means a drainage fee charged on each ERU as established by City Council.
- (K) **"Exempt Property"** means public rights of way, public streets, public alleys and public sidewalks.
- (L) **"Extension and replacement"** means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the System, or land acquisitions for the System and any related costs thereto, or paying extraordinary maintenance, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.
- (M) **"Impervious area"** and **"impervious surface"** means a horizontal surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-pervious surfaces such as compacted clay or gravel, un-vegetated and under vegetated solid surfaces, as well as streets, roofs, sidewalks, patios, porches, parking lots, athletic courts and other similar surfaces.
- (N) **"Nonresidential developed property"** means any lot or parcel not exclusively residential as defined herein, including transient rentals such as hotels and motels.
- (O) **"Operating budget"** means the annual operating budget adopted by the City for the succeeding calendar year.
- (P) **"Operations and maintenance"** means the current expenses, paid or accrued, of operation, maintenance and current repair of the System, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
- (Q) **"Residential property"** means any lot or parcel developed exclusively for residential purposes including, but not limited to, single family homes, manufactured homes, multifamily homes, apartment buildings, and condominiums.
- (R) **"Revenues"** mean all rates, fees, assessments, rental or other charges or other income received by the Stormwater Drainage Fund, in connection with the management and operation of the System, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.
- (S) **"Stormwater Management System"** or **"System"** means the existing stormwater management of the City and all improvements thereto which by this Chapter are constituted as the property and responsibility of the City, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such System.
- (T) **"Stormwater Fee"** means a fee authorized by Ordinance(s) established to pay operations and maintenance, extension and replacement and debt service, also referred to as the **"Stormwater Utility"**.
- (U) **"Stormwater Drainage Fund"** means the enterprise fund created by City Council to operate, maintain and improve the System and for such other purposes as stated in this Chapter.

(V) **"Undeveloped Property"** means real property which is a buildable lot within the corporate limits.

(W) **"Undisturbed property"** means real property which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.

(X) **"User Fee District"** means the area or property within the corporate limits of the City of Canal Fulton.

(Y) **"Vacant improved property"** means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

938.04 Stormwater Fee

Subject to the provisions of this Chapter, each and every residential developed and nonresidential developed, other than exempt property, within the corporate limits of the City, and the owners and non-owner users thereof, have imposed upon them a Stormwater Fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and nonowner user for the Stormwater Fee attributable to that property shall be joint and several. The Stormwater Fee shall be billed on a monthly basis which shall be determined by the provisions of this Chapter and the ERU and ERU Rate which shall be established and changed from time to time by City Council. The rate hereby adopted by the City Council is \$2.00 per month per Equivalent Residential Unit (ERU) and by the following scale for any developed property not considered R-1 Residential. All school properties regardless of size of impervious area shall be calculated as being in the "tier 1" at \$4.00 per month. Rates shall be effective beginning January 1, 2018.

Total Impervious Surface Area	Fee Per Month
1 – 10,000 Square Feet	\$4.00
10,001 – 25,000 Square Feet	\$7.00
25,001 – 50,000 Square Feet	\$10.00
50,001 – 100,000 Square Feet	\$20.00
100,001 Square Feet and up	\$40.00

938.05 Stormwater Fee Collection

The Fee provided in Section _____.04 shall be billed to the person or entity currently receiving the City's utility bill for water utility services. The owner of the parcel of property in question shall always be responsible for said bills. Such fee shall appear on the utility bill rendered by the City for water services as a separate item and shall be considered an integral part of such bill. Failure to remit the entire amount of the charges for all services shall constitute a delinquency, with termination of all services to take place in accordance with the provisions of the Codified Ordinances of the City of Canal Fulton, thirty days after such delinquency. For those properties within the corporate limits of the City that do not utilize the City's sanitary sewer services the property owner, or their designee shall be billed separately for the Stormwater Fee. The Storm Water User Fee will part of the consolidated statement for City utility customers which is paid by a single payment. In the event that a partial payment is received, the payment shall be applied as follows. Storm Water Utility first, sewer charges second and water charges third.

938.06 Stormwater Drainage Fund

The revenues received pursuant to this Chapter ____ shall be deposited with the City Finance Director and shall be kept in a separate and distinct fund known as the Stormwater Utility Fund. The Stormwater Utility Fund shall be used for the payment of the cost of items related to the City's Storm Water Management Plan as mandated by the Ohio Environmental Protection Agency (OEPA) and of the management, maintenance, operation and repair of the Stormwater Management System and for the enlargement or replacement of the Stormwater Management System, for the construction and reconstruction of said System, for the payment of interest on any indebtedness incurred for the construction thereof, and for the creation of a sinking fund for

the payment of such indebtedness, but shall not be used for any other purpose not related to items in this chapter or for private storm sewer apputances.

938 .07 Stormwater District Review and Appeals Board

(a) The City of Canal Fulton Stormwater District Review and Appeals Board is hereby established. Said Board shall consist of five (5) members; The City Engineer and the City Manager. The other three (3) members shall consist of electors of the City appointed by the Mayor and approved by City Council. Appointed members may be removed by the Mayor with the approval of a vote of two-thirds (2/3) of the members of City Council. The term of office for appointed members of said Board shall be two (2) years. Should a vacancy occur on the Board, the remaining portion of the unexpired term shall be filled by the Mayor and approved by City Council.

(b) The Board is authorized to hear appeals regarding disputes and complaints brought by owners and nonowners concerning application of this chapter, including the authority to make adjustments as appropriate to provide relief from a strict application of the provisions of this Chapter due to unique circumstances which reduce the burden of operating, constructing, repairing and maintaining the Stormwater Management System and the structures and devices related thereto, while accomplishing the intent of this Chapter, as follows:

1. Calculation of the total number of billing units assigned to a property that are claimed to be inaccurate due to alleged inaccuracies in data utilized by the billing staff.
2. Adjustment to or credit against billing units assigned to a property which wholly or partially drains directly outside the City limits.
3. Adjustments to or credits against billing units assigned to properties containing stormwater detention or retention facilities providing on-site management of stormwater prior to discharge to the public Stormwater Management System.
4. Adjustments arising from a break in billing units due to change in property ownership, account responsibility or similar matters.
5. Any other adjustments or credits against billing services assigned to properties which diminish the quantity of stormwater handled by the Stormwater Management System or reduce the cost to the City of constructing, operating and maintaining said System, such as a property owner's agreement to install oversize storm sewer pipes at its own cost, which provides stormwater drainage for other properties, obligations assumed by an owner to maintain and repair storm sewer lines which are a part of the City's Stormwater Management System, providing stormwater retention of detention facilities designed and installed to detain or retain stormwater originating from other properties.

(c) Any appeal must be filed in writing for a request for reconsideration, and must describe the specific error alleged, and contain the resolution of said dispute which the appealing party feels is correct. Said Board may request additional information from either the appealing party or the City. The decision of said Board shall be final.

938 .08 Flooding, Liability

Floods from stormwater runoff may occasionally occur which exceed the capacity of storm drainage facilities constructed, operated, or maintained by funds made available under this Chapter. This Chapter does not imply that Property subject to the fees and charges established herein will always be free from stormwater flooding or flood damage, or that stormwater systems capable of handling all Storm events can be cost effectively constructed, operated, or maintained. Nor shall this Chapter create a liability on the part of, or cause of action against, the City or any officer or employee thereof for any flood damage that may result from such Storms or the runoff thereof. Nor does this Chapter purport to reduce the need or the necessity for obtaining flood insurance.

938 .09 Notice to Correct Drainage

- (a) Whenever the City Manager or his designee shall find that a tract of land is inadequately drained, or that there is an obstruction to a culvert, covered drain, or other natural or man-made watercourse that interferes with water naturally flowing therein or that such culvert, drain, or watercourse is of insufficient capacity to reasonably accommodate the flow of water, as required by this Chapter, the City Manager or his designee shall notify the owner or person having possession, charge, or management of such land to remove the obstruction or provide the

necessary drainage. Such Notice shall be served on such persons by personal delivery, by mail at the last-known place of residence, or by posting on the Premises.

- (b) The owner must comply with the City Manager's orders within the time specified and not to exceed thirty (30) days. Failure to comply with such order shall constitute an unlawful act and be subject to section 14 of this chapter. Each additional period of ten (10) days thereafter during which the owner fails to carry out the order of the City Manager or his designee, shall constitute a separate offense.

938.10 Emergencies, Abatement

- (a) In case of an emergency, the City Manager or his designee may direct that action be taken immediately to correct the condition or abate the activity to protect the public health, safety, and welfare. The City may perform the required work and charge the owner the Abatement costs.
- (b) In any case where a condition described in Section _____.09 exists for more than thirty (30) days after service of Notice, Council may by resolution direct the owner to fill or drain such land, remove any obstruction and, if necessary, enlarge the culverts, drains, or watercourse to meet the requirements of this Chapter.
- (c) After service of a copy of such resolution or after publication in a paper of general circulation in the City for two consecutive weeks, the owner, or agent or attorney, shall comply with the directions of the resolution within the time therein specified. When the resolution is submitted to the appropriate Council committee, the owner shall be afforded Notice and an opportunity to be heard prior to passage of the resolution. In the event an owner fails or refuses to comply with Council's resolution, the City may perform the required work and charge the owner the Abatement costs. Such costs shall constitute a lien on the real Property from the time of the adoption of the resolution which may be enforced by suit in the court of common pleas.

938.11 Abatement Costs

- (a) The City Manager or his designee shall account for all costs associated with an emergency or Abatement, including but not limited to administration, notification, inspection, serving of papers or documents, legal counsel, force account labor, enforcement, operational services, and outside contracted services. These costs shall be added to the owner's Storm drainage service charge.
- (b) This Section shall not be construed to relieve the owner of any penalties prescribed by other Sections of this Chapter.

938.12 Emergency Situations

Nothing in this Chapter shall be construed to prevent immediate action by the City Manager or his designee in emergency situations.

938.13 Penalty

- (a) Any person, being the owner, agent, or having control of the Premises, who violates any of the provisions of this Chapter, or fails to conform to any of the provisions thereof, or fails to obey any order of the City Manager or his designee, shall be guilty of a misdemeanor of the first degree. Each and every day on which such person continues to violate the provisions of this Chapter after having once been notified of such violation shall constitute a separate offense.
- (b) Any person, being the owner, agent, or having control of the Premises, architect, engineer, contractor, builder, subcontractor, foreman, mechanic, employee, or other person who shall violate or assist in the violation of this Chapter, or of any certificate, order, or permit issued hereunder, shall be guilty of a misdemeanor of the fourth degree on each offense.

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-235-0234 FORM NO. 30001

Resolution No.

5417

Passed

, 20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, TO ENTER INTO AN AGREEMENT WITH THE STARK COUNTY PUBLIC DEFENDER COMMISSION AND THE OHIO PUBLIC DEFENDER COMMISSION TO PROVIDE MUNICIPAL ORDINANCE REPRESENTATION FOR INDIGENT DEFENDANTS.

WHEREAS, The City of Canal Fulton has sought a proposal for Municipal Ordinance Representation for Indigent Defendants, and

WHEREAS, The Stark County Public Defender Commission and the Ohio Public Defender Commission has submitted a proposal acceptable to the City to provide the professional legal services needed to accomplish this.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into an agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to provide professional legal services for Indigent Defendants Pursuant to Section 3 of the Contract for Municipal Ordinance Representation commencing January 1, 2018 and terminating December 31, 2018, pursuant to contract attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-17 duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2017 and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2017.

Teresa Dolan, Clerk-of-Council

CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

This Agreement is entered into by the Stark County Public Defender Commission (the "**COMMISSION**"), and the City of Canal Fulton, Ohio (the "**CITY**").

WHEREAS, **CITY** recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offenses in Municipal Court; and

WHEREAS, **CITY** in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to **CITY'S** indigent citizens and others so situated.

NOW, THEREFORE, the parties do mutually agree to bind themselves as follows:

1. **Scope of Work**

COMMISSION shall, in a satisfactory and proper manner, under the terms and conditions contained herein, perform the services set out in the "Work Plan" as follows:

Work Plan

COMMISSION shall provide Public Defenders to be available in the Massillon Municipal Court to represent indigents charged under City Ordinances, thus allowing **CITY** continuing representation in conformance with Chapter 120 of the Ohio Revised Code. It is understood by both parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by **COMMISSION** and is in no way affected by this Agreement.

2. **Compensation**

CITY shall pay to **COMMISSION** compensation for representation by **COMMISSION** on City ordinance jailable offenses as follows:

- A. For purposes of this Agreement, a "case" is defined as follows:
- (i) one or a series of related traffic or criminal charges which are assigned the same case number; or
 - (ii) one or a series of related traffic or criminal charges which are assigned separate case numbers; or
 - (iii) one or a series of unrelated traffic or criminal charges which are assigned separate case numbers which are administratively processed together for ease of disposition. (However, a current arrest where there are outstanding warrants on separate unresolved and unrelated charges constitute separate cases if the offense is tried to a verdict to the court or to a jury.)

- B. In any case where the principal offense or count one constitutes a City Ordinance jailable offense, **CITY** shall pay **COMMISSION** a fee of \$195.00 for representation in the case, regardless of the manner of disposition of the case.
- C. In any case where the principal offense or count one is charged under State statute with additional or secondary offenses charged as a City ordinance jailable offense or offenses, **CITY** shall pay **COMMISSION** a fee of \$195.00 for representation, provided that the City ordinance jailable offense(s) are tried to a verdict to the Court or to a jury. (In other words, no compensation shall be paid for such cases which are disposed of by pleas.)
- D. In any case where the principal offense is charged as a felony or felonies, with additional lesser included or associated or unassociated City ordinance jailable offense. **CITY** shall pay **COMMISSION** a fee of \$195.00 for representation on the City ordinance jailable offense(s), provided that one of the following applies:
 - (i) The case(s) are bound over to the Stark County Grand Jury and the City ordinance offense(s) are returned to the Massillon Municipal Court; or
 - (ii) The Massillon Municipal Court retains jurisdiction of the City ordinance offense(s) apart from the felony case or cases which are bound over to the Stark County Grand Jury and a further appearance is required by the **COMMISSION** on behalf of Defendant.
- E. The Stark County Public Defender shall be entitled to a single fee for any one case, regardless of the number of separate offenses contained therein. No additional fee shall be paid if the Defendant fails to appear and is arrested requiring subsequent Court appearances. The fee of **\$195.00** encompasses all work required to provide representation, including pre-trial and post-trial work in the Municipal Court.
- F. This amount whether by contractual amount or fee schedule does not exceed the fee schedule in effect and adopted by the Stark County Commissioners.

COMMISSION will bill **CITY** four (4) times per year (March 31, June 30, September 30, and December 31) for the amount of City ordinance cases assigned to **COMMISSION**. In the event that **CITY** fails to make full payment within thirty (30) days after receipt of invoice, then interest shall accrue at the rate of ten percent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be as follows:

Total amount due X 10% : 365 = N x number of late days.

3. **Term of Service**

The duration of this contract shall be for the period commencing January 1, 2018 and shall terminate December 31, 2018 with an option to renew the contract for a period of one (1) year, commencing January 1, 2019 and terminating December 31, 2019.

4. **Assignment**

COMMISSION shall not assign all or any part of this Agreement without the prior written consent of **CITY**, which consent shall not be unreasonably withheld.

5. **Termination of Agreement**

If either party shall fail to fulfill in reasonable, timely or proper manner, its obligations under this Agreement, or if either party should substantially violate any of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the party violating this Agreement of such termination and specifying an effective date thereof of at least sixty (60) days before the effective date of said termination. However, notwithstanding the above clause, **COMMISSION** shall have the separate and additional right to discontinue the service provided by **COMMISSION** under this contract, without notice, if payment of a quarterly invoice is not received within thirty (30) days of invoice. The decision to suspend or continue service under the contract upon non-payment of an invoice within thirty (30) days is discretionary with **COMMISSION**. The suspension or continuation of services by **COMMISSION** shall have no effect upon the obligation of payment of an invoice or the calculation of interest as set forth elsewhere in this contract. (If service is suspended, it shall be provided again when payment plus interest is received.)

6. **Amendments**

Any amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. **Anti-Discrimination Provision**

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to, but not be limited to, employment, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, raises of pay or other forms of compensations, and selections of training. **COMMISSION** shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. **Conflict of Interest**

COMMISSION covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No resident commissioner shall share in any part of this contract or any benefits to arise here from.

9. **Re-Negotiation of Agreement**

Upon a thirty (30) day written notice either party may re-negotiate this agreement for good cause.

10. **Determination of Indigency**

The standards of indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

In addition to indigency determination, all rules, standards and guidelines issued by the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Canal Fulton, Ohio, this _____ day of _____, 20____.

WITNESSES

**STARK COUNTY PUBLIC DEFENDER
COMMISSION**

BY: _____

CITY OF CANAL FULTON, OHIO

BY: _____

**OHIO PUBLIC DEFENDER
COMMISSION**

BY: _____

APPROVED AS TO FORM:

STARK COUNTY PUBLIC DEFENDER OFFICE

ATTORNEYS

KRISTINA R. POWERS
STEVEN A. REISCH
KENNETH W. FRAME
KIMBERLY L. STOUT
CRISTIN A. ROUSH
STACEY M. ZIPAY
REGINA M. FRANK
EMILY R. TRETTEL
ANGELIQUE RUHL
ANTHONY J. WISE
BRANDY L. LOGSDON THORNE
KRISTIN L. ZALENSKI
JUSTIN R. DOWNING
EVAN J. HECK
JOSHUA C. RAU

201 Cleveland Ave. S.W.
Suite 104
Canton, Ohio 44702-1900

(330) 451-7200
(330) 451-7227 FAX
publicdefender.starkcountyohio.gov

TAMMI R. JOHNSON, *Public Defender*

APRIL R. BIBLE, *Assistant Public Defender*

BARRY T. WAKSER, *Chief Trial Counsel*

BETH A. LIGGETT, *Chief Family Court Division*

COMMISSION

JOHN NICODEMO
Chairman

BRADLEY R. IAMS
Vice-Chairman

FRANK L. BEANE
Secretary

SAMUEL J. FERRUCCIO, JR.

JEAN A. MADDEN

November 16, 2017

Scott Fellmeth
Law Director
Canal Fulton
2386 Locust St. S.
Canal Fulton, Ohio 44614

RE: Ordinance Representation Contract

Dear Mr. Fellmeth:

Enclosed are three copies of the proposed 2018 contract between the City of Canal Fulton and the Stark County Public Defender Commission for ordinance representation. As you are aware, the current contract between the City of Canal Fulton and the Public Defender Commission expires on December 31, 2017. The duration of this contract is for the period of January 1, 2018 terminating December 31, 2018 with an option to renew this contract for a period of one (1) year, commencing January 1, 2019 and terminating December 31, 2019.

As in the previous 2017 contract, the cost per case remains \$ 195.00.

Please sign all three (3) copies of the contract and return all three copies to me. The State also requires submission of a resolution setting forth funding for the contract. I will then forward them to the State Public Defender for approval. Upon return of the contracts I will forward an executed copy to you.

If you have any questions, please call me at (330) 451-7200.

Sincerely,



TAMMI R. JOHNSON
PUBLIC DEFENDER

TRJ/dc
Enclosure

CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

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WHEREAS, **CITY** in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to **CITY'S** indigent citizens and others so situated.

NOW, THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work

COMMISSION shall, in a satisfactory and proper manner, under the terms and conditions contained herein, perform the services set out in the "Work Plan" as follows:

Work Plan

COMMISSION shall provide Public Defenders to be available in the Massillon Municipal Court to represent indigents charged under City Ordinances, thus allowing **CITY** continuing representation in conformance with Chapter 120 of the Ohio Revised Code. It is understood by both parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by **COMMISSION** and is in no way affected by this Agreement.

2. Compensation

CITY shall pay to **COMMISSION** compensation for representation by **COMMISSION** on City ordinance jailable offenses as follows:

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- B. In any case where the principal offense or count one constitutes a City Ordinance jailable offense, **CITY** shall pay **COMMISSION** a fee of \$195.00 for representation in the case, regardless of the manner of disposition of the case.
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WITNESSES

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COMMISSION**

BY: _____

CITY OF CANAL FULTON, OHIO

BY: _____

**OHIO PUBLIC DEFENDER
COMMISSION**

BY: _____

APPROVED AS TO FORM:

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 - (ii) The Massillon Municipal Court retains jurisdiction of the City ordinance offense(s) apart from the felony case or cases which are bound over to the Stark County Grand Jury and a further appearance is required by the **COMMISSION** on behalf of Defendant.
- E. The Stark County Public Defender shall be entitled to a single fee for any one case, regardless of the number of separate offenses contained therein. No additional fee shall be paid if the Defendant fails to appear and is arrested requiring subsequent Court appearances. The fee of **\$195.00** encompasses all work required to provide representation, including pre-trial and post-trial work in the Municipal Court.
- F. This amount whether by contractual amount or fee schedule does not exceed the fee schedule in effect and adopted by the Stark County Commissioners.

COMMISSION will bill **CITY** four (4) times per year (March 31, June 30, September 30, and December 31) for the amount of City ordinance cases assigned to **COMMISSION**. In the event that **CITY** fails to make full payment within thirty (30) days after receipt of invoice, then interest shall accrue at the rate of ten percent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be as follows:

Total amount due X 10% : 365 = N x number of late days.

3. **Term of Service**

The duration of this contract shall be for the period commencing January 1, 2018 and shall terminate December 31, 2018 with an option to renew the contract for a period of one (1) year, commencing January 1, 2019 and terminating December 31, 2019.

4. **Assignment**

COMMISSION shall not assign all or any part of this Agreement without the prior written consent of **CITY**, which consent shall not be unreasonably withheld.

5. **Termination of Agreement**

If either party shall fail to fulfill in reasonable, timely or proper manner, its obligations under this Agreement, or if either party should substantially violate any of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the party violating this Agreement of such termination and specifying an effective date thereof of at least sixty (60) days before the effective date of said termination. However, notwithstanding the above clause, **COMMISSION** shall have the separate and additional right to discontinue the service provided by **COMMISSION** under this contract, without notice, if payment of a quarterly invoice is not received within thirty (30) days of invoice. The decision to suspend or continue service under the contract upon non-payment of an invoice within thirty (30) days is discretionary with **COMMISSION**. The suspension or continuation of services by **COMMISSION** shall have no effect upon the obligation of payment of an invoice or the calculation of interest as set forth elsewhere in this contract. (If service is suspended, it shall be provided again when payment plus interest is received.)

6. **Amendments**

Any amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. **Anti-Discrimination Provision**

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to, but not be limited to, employment, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, raises of pay or other forms of compensations, and selections of training. **COMMISSION** shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. **Conflict of Interest**

COMMISSION covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No resident commissioner shall share in any part of this contract or any benefits to arise here from.

9. **Re-Negotiation of Agreement**

Upon a thirty (30) day written notice either party may re-negotiate this agreement for good cause.

10. **Determination of Indigency**

The standards of indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

In addition to indigency determination, all rules, standards and guidelines issued by the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Canal Fulton, Ohio, this _____ day of _____, 20____.

WITNESSES

**STARK COUNTY PUBLIC DEFENDER
COMMISSION**

BY: _____

CITY OF CANAL FULTON, OHIO

BY: _____

**OHIO PUBLIC DEFENDER
COMMISSION**

BY: _____

APPROVED AS TO FORM:

RECORD OF RESOLUTIONS

PCAR GRANTING RES-171-1094 FORM NO. 3004E

Resolution No.

35-17

Passed

12-19

, 20

17

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, TO ENTER THE FIFTH AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN CITY OF CANAL FULTON, STARK COUNTY, OHIO AND FIRSTENERGY SOLUTIONS CORP.

WHEREAS, The City of Canal Fulton desires to amend the Master Services Agreement with FirstEnergy Solutions Corporation, and

WHEREAS, the Parties have agreed to amended terms.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into the Fifth Amendment to the Master Agreement to provide services to an aggregated group between City of Canal Fulton, Stark County, Ohio and FirstEnergy Solutions Corp. pursuant to proposal attached as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution 35-17 duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2017 and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2017.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

**FIFTH AMENDMENT
TO THE MASTER AGREEMENT TO PROVIDE
SERVICES TO AN AGGREGATED GROUP
BETWEEN CITY OF CANAL FULTON, STARK COUNTY, OHIO
AND
FIRSTENERGY SOLUTIONS CORP.**

This Fifth Amendment ("Amendment") is entered into this _____ day of January, 2018 ("Effective Date"), by and between **City of Canal Fulton**, Stark County, Ohio ("City" or "Governmental Aggregator"), an Ohio municipality, and **FirstEnergy Solutions Corp.** ("FES"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (collectively, the "Parties").

RECITALS

WHEREAS, FES and City are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated the 14th day of July, 2003 as amended by First Amendment dated the 1st day of February, 2005, Second Amendment dated the 30th day of December, 2008, Third Amendment dated the 29th day of April 2009, and Fourth Amendment dated the 20th day of November 2009 (collectively, the "Agreement");

WHEREAS, the Parties mutually agree to renew the Agreement for the term beginning with May 2018 meter read dates through May 2022 meter read dates ("Renewal Term");

WHEREAS, the Parties mutually agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety describing the pass through of additional costs imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in the EDU's Price to Compare.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term's **Fifth Amendment Attachment A to Master Agreement Between City of Canal Fulton, Stark County, Ohio and FirstEnergy Solutions Corp. January 2018** attached ("Attachment A").
2. The Parties agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety, as follows:
 - 4.2 Additional Costs. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the Electric Distribution Utility ("EDU") or takes any other action which affects the Price to Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or

any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement, Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.

3. All other provisions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP.
FirstEnergy Solutions Corp.:

CITY OF CANAL FULTON, OHIO

Signed: _____
Printed: _____
Title: _____
Date: _____

Signed: _____
Printed: _____
Title: _____
Date: _____

**Fifth Amendment Attachment A to Master Agreement
Between
City of Canal Fulton, Stark County, Ohio
and FirstEnergy Solutions Corp.
January 2018**

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with May 2018 meter read dates through May 2022 meter read dates.

Renewal Pricing Options:

Opt-Out Program:

5.08 ¢ per kWh

Opt-In Program:

1% off the Price to Compare

EDU:

Ohio Edison

Eligible Rate Codes:

Standard Residential Rate (RS)

General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.

Termination Fee:

None

Civic Grant: FES shall pay a one-time grant to the City in the amount of \$29,100. The grant shall be payable in August 2018 after completion of enrollments.

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Prepare the required PUCO reports and on-going certification documents.
- Conduct supplemental opt-out mailings on an annual basis.

Ordinance No.

38-17

Passed

20

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$730,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING AND IMPROVING A BUILDING AND SITE FOR USE IN PERFORMING THE FUNCTIONS OF THE CITY'S SERVICE AND UTILITY DEPARTMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 4-17, passed on April 4, 2017, there were issued \$730,000 of Notes (the Outstanding Notes) in anticipation of bonds for the purpose stated in Section 1, as part of a consolidated issue of \$1,730,000 Various Purpose Notes, Series 2017, which Outstanding Notes mature on February 2, 2018; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 25 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the issuance of the Bonds, is May 2, 2037;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL FULTON, COUNTY OF STARK, OHIO, THAT:

Section 1: Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in the aggregate principal amount of \$730,000 (the Bonds) for the purpose of paying costs of acquiring and improving a building and site for use in performing the functions of the City's service and utility departments, together with the necessary appurtenances thereto.

Section 2: Estimated Bond Terms. The Bonds shall be dated approximately October 1, 2018, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 25 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2019, and the first principal payment of the Bonds is estimated to be December 1, 2019.

Section 3: Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$730,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes signed in accordance with Section

Ordinance No. _____

Passed _____

20____

6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 4% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. If requested by the Original Purchaser (as defined in Section 6(a)) and if the City has determined to sign the Standby Note Purchase Agreement (as defined in Section 6(c)), the Notes may provide that, in the event that the City does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement) from the maturity date until the City pays or makes provision to pay that principal amount. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4:

Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the principal corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

Section 5:

Execution of Notes; Book Entry System. The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance and the Certificate of Award.

As used in this section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose.

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The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6:

Award and Sale of the Notes.

Ordinance No. _____

Passed _____

20____

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing the Standby Note Purchase Agreement and Paying Agent Agreement, which officers are hereby authorized to execute the Standby Note Purchase Agreement and Paying Agent Agreement if determined by to be in the best interest of and financial advantage to the City. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes

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Passed _____

20____

of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7:

Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8:

Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9:

Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent money in the City's Water or Wastewater Funds or other money is lawfully available

RECORD OF ORDINANCES

BEAR GRAPHICS 300-221-8884 FORM NO. 50242

Ordinance No. _____

Passed _____

, 20____

for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

Section 10:

Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including designation or treatment of the Notes as "qualified tax-exempt obligations" if applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and

Ordinance No. _____

Passed _____, 20____

other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11: Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Stark County Auditor.

Section 12: Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13: Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Dwyer Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

Section 15:

Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 16:

Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be delivered at the earliest possible date to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

PASSED: _____

Joseph Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

Dayton Legal Blank, Inc.

Form No. 300-13

Ordinance No. _____ Passed _____, 20____

I, Teresa Dolan, Clerk of Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____, duly passed by the Council of the City of Canal Fulton on January ____, 2018, and that publication of the foregoing Ordinance was duly made by listing same on the City's web site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall, each for a period of 15 days, commencing on the ____ day of _____, 2018.

Teresa Dolan
Clerk of Council

Ordinance No.

39-17

Passed

20

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS AND ROADS IN THE CITY BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED DRAINAGE FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 12-15, passed on April 7, 2015, there were issued \$1,000,000 Street Improvement Notes, Series 2015, in anticipation of bonds for the purpose stated in Section 1, which notes were retired at maturity with the proceeds of \$1,000,000 Street Improvement Notes, Series 2016, issued in anticipation of bonds pursuant to Ordinance No. 6-16, passed on April 5, 2016, which notes were retired at maturity with the proceeds of \$1,000,000 of Notes (the Outstanding Notes) issued in anticipation of bonds pursuant to Ordinance No. 5-17, passed on April 4, 2017, as part of a consolidated issue of \$1,730,000 Various Purpose Notes, Series 2017, which Outstanding Notes mature on February 2, 2018; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the issuance of the Bonds, is May 7, 2035;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL FULTON, COUNTY OF STARK, OHIO, THAT:

Section 1: Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in the aggregate principal amount of \$1,000,000 (the Bonds) for the purpose of paying costs of improving streets and roads in the City by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related drainage facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto.

Section 2: Estimated Bond Terms. The Bonds shall be dated approximately October 1, 2018, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2019, and the first principal payment of the Bonds is estimated to be December 1, 2019.

Ordinance No. _____

Passed _____, 20____

Section 3:

Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 4% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. If requested by the Original Purchaser (as defined in Section 6(a)) and if the City has determined to sign the Standby Note Purchase Agreement (as defined in Section 6(c)), the Notes may provide that, in the event that the City does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement) from the maturity date until the City pays or makes provision to pay that principal amount. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4:

Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the principal corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

Section 5:

Execution of Notes; Book Entry System. The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they

Ordinance No. _____

Passed _____

20____

are issued and that they are issued pursuant to this Ordinance and the Certificate of Award.

As used in this section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the

Ordinance No. _____

Passed _____, 20____

result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6: Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the

Ordinance No. _____

Passed _____

20____

City executing the Standby Note Purchase Agreement and Paying Agent Agreement, which officers are hereby authorized to execute the Standby Note Purchase Agreement and Paying Agent Agreement if determined by to be in the best interest of and financial advantage to the City. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7:

Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8:

Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9:

Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable

Ordinance No. _____

Passed _____, 20____

property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent other money is lawfully available for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

Section 10:

Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including designation or treatment of the Notes as "qualified tax-exempt obligations" if applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts

Ordinance No. _____

Passed _____, 20____

in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11: Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Stark County Auditor.

Section 12: Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13: Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and

Ordinance No. _____

Passed _____, 20____

directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 15: Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 16: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be delivered at the earliest possible date to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

PASSED: _____

Joseph Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk of Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____, duly passed by the Council of the City of Canal Fulton on January ____, 2018, and that publication of the foregoing Ordinance was duly made by listing same on the City's web site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall, each for a period of 15 days, commencing on the ____ day of _____, 2018.

Teresa Dolan
Clerk of Council

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER

R6011518

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO. #00557

DELIVER
TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

CANAL Fulton, OH 44614
 Auditor of State
 P.O. Box 711825
 Cinn., OH 45271

ACCOUNT NUMBER	AMOUNT
101,130.5370	\$5,000.00
541,310.5370	\$4,000.00
551,330.5370	\$4,000.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2017 Financial Statement Preparation		\$13,000.00

CIRCLE IF APPLICABLE: Now and then P.O. — the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

hereby certified that the amount required to meet the contract, agreement, obligation, or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection or credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER

RG011519

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO. #02498

DELIVER
TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614
 Star 2 Star Comm.
 Dept. CH 16873
 Palatine, IL
 60055

ACCOUNT NUMBER	AMOUNT
101.120.5480	1,500.00
101.140.5480	700.00
101.510.5480	800.00
101.130.5480	700.00
201.360.5480	800.00
210.250.5480	3,000.00
222.210.5480	2,500.00
541.310.5480	1,300.00
551.330.5480	1,300.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 VOIP Phone Service		\$12,600.00

CIRCLE IF APPLICABLE: Now and then P.O. — the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection or credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER

RG01520

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#00646



DELIVER TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614

Verizon Wireless
 P.O. Box 25505
 Lehigh Valley, PA
 18002

ACCOUNT NUMBER	AMOUNT
101.120.5480	\$1,500.00
101.180.5480	500.00
101.510.5480	500.00
201.360.5480	1,800.00
210.250.5480	6,000.00
222.210.5480	3,500.00
541.310.5480	1,500.00
551.330.5480	1,500.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID # 34-600049B

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Wireless Phone Lines		\$16,800.00
				16,800.00

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection from the credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913



DELIVER TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614

Huntington Public Cap Corp.
 c/o Huntington National
 P.O. Box 401096

P.O. NUMBER

R6011521

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#02979

ACCOUNT NUMBER	AMOUNT
481.130.5891	\$28,920.71

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Budget-Dump Truck Lease Payment		\$28,920.71

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection and that the credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER

R6011522

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO. #00515

DELIVER
TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614
 Vision Service Plan
 P.O. Box 742109
 Los Angeles, CA
 90074

ACCOUNT NUMBER	AMOUNT
101.120.5220	500.00
101.130.5220	400.00
101.140.5220	300.00
101.170.5220	300.00
201.360.5220	1,000.00
210.250.5220	5,000.00
222.210.5220	300.00
541.310.5220	2,500.00
551.330.5220	2,500.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Budget Vision Ins. Prem.		\$12,800.00

CIRCLE IF APPLICABLE: Now and then P.O. — the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913



DELIVER
TO:

Canal Fulton Admin
155 E. Market Street
Suite A

VENDOR:

Canal Fulton, OH 44614
Met Life Group Benefits
P.O. Box 804466
Kansas City, MO

P.O. NUMBER

R6011523

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#01742

ACCOUNT NUMBER	AMOUNT
101.120.5220	800.00
101.130.5220	600.00
101.140.5220	900.00
101.170.5220	500.00
201.360.5220	2,500.00
210.250.5220	10,000.00
222.210.5220	500.00
541.310.5220	4,500.00
551.330.5220	4,500.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Budget - Dental Ins. Prem.		\$24,800.00

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, interest or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection or credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913



DELIVER TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

CANAL Fulton, OH 44614

THE Health Plan
 P.O. Box 5429
 Charleston, WV 25361

P.O. NUMBER

R6011524

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#01214

ACCOUNT NUMBER	AMOUNT
101.120.5220	6,850.00
101.130.5220	11,700.00
101.140.5220	5,600.00
101.170.5220	4,300.00
201.360.5220	22,500.00
210.250.5220	149,800.00
222.210.5220	3,700.00
541.310.5220	64,300.00
551.330.5220	64,300.00

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FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Budget Health Ins.		\$ 333,050.00

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

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Finance Director

Date

City Manager / Mayor

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913



DELIVER TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614

Logic
 5735 Wales Ave NW
 Massillon, OH 44646

P.O. NUMBER

MV.9399

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

00401

ACCOUNT NUMBER	AMOUNT
222.210.5420	44,000.00
210.250.5420	64,000.00

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FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Fire & Police Dispatching		\$108,000.00
				108,000.00

CIRCLE IF APPLICABLE: Now and then P.O. — the purchase was made before approval of P.O. Funds were available then as they are available now.

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Finance Director

Date

City Manager / Mayor

Date

BILL TO:



City of Canal Fulton

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

PURCHASE ORDER

P.O. NUMBER

MV
9400

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#09008

DELIVER TO:

CANAL Fulton Admin
155 E. Market Street
Suite A

VENDOR:

CANAL Fulton, OH 44614

M.V. Fuel

ACCOUNT NUMBER	AMOUNT
101.120.5650	400.00
201.360.5650	12,000.00
210.250.5650	18,000.00
222.210.5650	4,500.00
285.520.5650	300.00
541.310.8650	4,000.00
551.330.5650	4,000.00

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FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 M.V. for Fuel		\$43,200.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

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Finance Director

Date

BILL TO:

City of Canal Fulton

PURCHASE ORDER

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913



DELIVER
TO:

Canal Fulton Admin
 155 E. Market Street
 Suite A

VENDOR:

Canal Fulton, OH 44614

Ohio Edison
 P.O. Box 3687
 Akron, OH 44309

P.O. NUMBER

R6011526

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

#00094

ACCOUNT NUMBER	AMOUNT
101,170,5465	\$10,000.00
101,360,5460	20,000.00
101,510,5465	7,500.00
201,360,5465	6,500.00
204,360,5465	18,500.00
210,250,5465	9,500.00
222,210,5465	9,500.00
541,310,5465	33,000.00
551,330,5467	46,000.00
551,330,5467	99,000.00

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FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Electricity Cost		259,500.00

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

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Finance Director

Date

City Manager / Mayor

Date

BILL TO:



City of Canal Fulton PURCHASE ORDER

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

RO. NUMBER

R6011527

P.O. DATE

1-1-18

DEPARTMENT

CREATED BY

VENDOR NO.

00486

DELIVER TO:

Canal Fulton Admin
155 E. Market Street
Suite A

VENDOR:

Canal Fulton, OH 44614

CTI Engineers, Inc.
220 Market Ave S
#750
Canton, OH 44702

ACCOUNT NUMBER	AMOUNT
101.160.5360	31,920.00
541.310.5360	22,040.00
551.330.5360	22,040.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
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FEDERAL ID # 34-5000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		General Engineering Services		\$76,000.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

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Finance Director

Date

BILL TO:



City of Canal Fulton PURCHASE ORDER

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER **R6011528**

P.O. DATE **1-1-18**

DEPARTMENT

CREATED BY

VENDOR NO. **00033**

DELIVER TO:

**Canal Fulton Admin
155 E. Market Street
Suite A**

VENDOR:

**Canal Fulton, OH 44614
Dominion East Ohio
P.O. Box 26785
Richmond, VA**

ACCOUNT NUMBER	AMOUNT
101.170.5470	2,000.00
101.510.5470	1,000.00
201.360.5470	5,000.00
210.250.5470	1,500.00
222.210.5470	4,000.00
541.310.5470	1,200.00
551.330.5470	800.00

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FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Natural Gas		\$15,500.00

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Finance Director

Date

BILL TO:



City of Canal Fulton PURCHASE ORDER

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER **RG011529**

P.O. DATE **1-1-18**

DEPARTMENT

CREATED BY

VENDOR NO. **00649**

DELIVER TO:

**Canal Fulton Admin
155 E. Market Street
Suite A**

VENDOR:

**CANAL Fulton, OH 44614
Cargill
P.O. Box 415927
Boston, MA 02241**

ACCOUNT NUMBER	AMOUNT
206.360.5630	\$20,000.00

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FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2018 Road Salt		\$20,000.00

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Finance Director

Date